



ST. JOHN

THE BAPTIST PARISH

1811 W. Airline Highway
LaPlace, LA 70068
(985) 652-9569



ST JOHN THE BAPTIST PARISH
ELIANA DEFRAncesCH Clerk of Court
I certify that this is a true copy of the
original filing that was recorded on:
03/23/2021 9:36AM
379028-MO

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

ST JOHN THE BAPTIST PARISH

AND

THE CENTER FOR PLANNING EXCELLENCE, INC.
AUDIT OF THE CODE OF ORDINANCES

WHEREAS, the St. John the Baptist Parish Council approved the motion to grant Administration authorization to enter into a Professional Services Agreement for An Audit of the Code of Ordinances with **The Center for Planning Excellence, Inc.**, at the February 23, 2021 meeting.

NOW THEREFORE, in consideration of the desires and responsibilities of the parties, herein, St. John the Baptist Parish Council hereby desires to enter into a Professional Services Agreement for An Audit of the Code of Ordinances.

This Agreement is made and entered into on this 23rd day of February, 2021 between **St. John the Baptist Parish Council**, (hereinafter referred to as "**PARISH**"), represented by Jaclyn Hotard, Parish President, and **The Center for Planning Excellence, Inc.**, 100 Lafayette Street, Baton Rouge, LA 70801, Phone: (225) 267-6300 represented by Camille Manning-Broome. (hereinafter referred to as "**CONTRACTOR**") do hereby enter into this "Agreement" under the following terms and conditions.

SCOPE OF SERVICES

The services to be performed by **CONTRACTOR** for **PARISH** under this Agreement ("Services") are set out in Exhibit A (Statement of Work), incorporated herein by reference. The Services are to be performed in support of the project identified in **Exhibit A: Statement of Work**.

TERM OF AGREEMENT

This Agreement shall begin on March 1, 2021 and terminate fifteen (15) months thereafter on June 1, 2022.

AMENDMENT

This Agreement may be amended by written consent, executed by both Parties and subject to approval by St. John the Baptist Parish Council.

EXTENSION

The term of this Agreement may be extended for one (1) additional one (1) year term, by written agreement, executed by both Parties and subject to approval of the St. John the Baptist Parish Council.

RFP 2020-20

Audit of the Code of Ordinances

The Center for Planning Excellence, Inc.

PAYMENT TERMS

In consideration of the services described above, **PARISH** hereby agrees to provide compensation to the **CONTRACTOR** in accordance with its fee schedule listed in **Exhibit B: Pricing Schedule**. All payments must be approved by the **Director of Planning and Zoning**, hereinafter called the **DIRECTOR**, and all deliverables, etc. shall be submitted to him and all approval and administration of this Agreement shall be through him.

INSURANCE

CONTRACTOR shall meet or exceed the **PARISH's** Insurance Requirements as listed in **Exhibit C: Insurance Requirements**.

MONITORING PLAN

This Agreement shall be administered and monitored by the **DIRECTOR** as plans are developed. The monitoring plan will include a review of the services delineated in **Exhibit A: Statement of Work** to ensure completion, a review of invoices for accuracy prior to reimbursement of services, etc. The **CONTRACTOR** shall submit a monthly summary of activities in accordance with the attached statement of work.

TAXES

CONTRACTOR hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be **CONTRACTOR's** obligation. **CONTRACTOR** is required to provide a completed W-9 form prior to commencement of work.

TERMINATION FOR CAUSE

The **PARISH** may terminate this Agreement for cause based upon the failure of the **CONTRACTOR** to comply with the terms and/or conditions of this Agreement, provided that **PARISH** shall give the **CONTRACTOR** written notice specifying the **CONTRACTOR's** failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This Agreement shall terminate thirty (30) calendar days from the date the notice was mailed.

The **CONTRACTOR** may terminate this Agreement for cause based upon the failure of the **PARISH** to comply with the terms and/or conditions of this Agreement, provided that the **CONTRACTOR** shall give the **PARISH** written notice specifying the **PARISH's** failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This Agreement shall terminate thirty (30) calendar days from the date the notice was mailed.

Notwithstanding the above, the **CONTRACTOR** will not be relieved of liability to **PARISH** for damages sustained by **PARISH** by virtue of any breach of this Agreement by the **CONTRACTOR**, and **PARISH** may withhold any payments to the **CONTRACTOR** for the purpose of setoff until such time as the exact amount of damages due **PARISH** from the **CONTRACTOR** is determined.

TERMINATION FOR CONVENIENCE

PARISH may terminate this Agreement at any time by giving thirty (30) days written notice to the **CONTRACTOR** of its intent to terminate this Agreement. The **CONTRACTOR** shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

OWNERSHIP

All records, reports, documents, and other material delivered or transmitted to **CONTRACTOR** by **PARISH** shall remain the property of **PARISH**, and shall be returned by **CONTRACTOR** to **PARISH**, at **CONTRACTOR's** expense, at termination or expiration of this Agreement. Copies of all records, reports, documents, or other material related to this Agreement and/or obtained or prepared by **CONTRACTOR** in connection with the performance of the services in which contract fees have been paid for herein shall become the property of **PARISH**, and shall, upon request, be returned by **CONTRACTOR** to **PARISH**, at **CONTRACTOR's** expense, at termination or expiration of this Agreement.

NON-ASSIGNABILITY

CONTRACTOR shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of **PARISH**. This provision shall not be construed to prohibit the **CONTRACTOR** from assigning its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to **PARISH**.

AUDITORS

It is hereby agreed that **PARISH** shall have the option of auditing all accounts of **CONTRACTOR** which relate to this Agreement.

TERMS

The work required to complete all tasks shall automatically terminate upon satisfactory completion of all services and obligations described herein, unless extended by Amendment.

NOTICE TO PROCEED

The **DIRECTOR** shall notify the **CONTRACTOR** in writing to undertake the services stated in **Exhibit A: Statement of Work**, and the **CONTRACTOR** shall commence the services within ten (10) days after receipt of such notification.

INDEMNITY

To the fullest extent permitted by law, **CONTRACTOR** shall indemnify and hold harmless the **PARISH** and all of its Agents and Employees, from and against all damages, losses and expenses, including but not limited to attorney's fees (when considered damages recoverable by law), arising out of a resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of **CONTRACTOR**.

GENERAL CONDITIONS

The professional and technical adequacy and accuracy of documents, and other work products furnished under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession. It is understood and agreed by the parties hereto that the **CONTRACTOR** is entering into this Agreement in the capacity of an independent **CONTRACTOR**. While in the performance of services or carrying out other obligations under this Agreement, the **CONTRACTOR** shall be acting in the capacity of independent **CONTRACTORS** and not as employees of St. John the Baptist Parish. The **PARISH** shall not be obliged to any person, firm or corporation for any obligations of the **CONTRACTOR** arising from the performance of their services under this Agreement.

This Agreement shall be binding upon the successors and assigns for the Parties hereto. This Agreement being for the personal services of the **CONTRACTOR**, shall not be assigned or subcontracted in whole or in part by the **CONTRACTOR** as to the services to be performed hereunder without the written consent of the **PARISH**.

This Agreement shall be deemed to be a contract made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The **CONTRACTOR** hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person.

SEVERABILITY CLAUSE

If any one or more of the provisions contained in this Agreement shall, for any reasons, be held to be invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and in such an event, this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

VENUE

This Agreement shall be governed by the laws of the State of Louisiana. Proper venue for any lawsuit arising under the terms of this Agreement shall be the Fortieth Judicial District Court, St. John the Baptist Parish and any appropriate Appellate therefrom. **CONTRACTOR** hereby agrees and consents to personal and/or *in rem* jurisdiction of the trial and appropriate Appellate courts.

NOTICES

All notices or demands required to be given, pursuant to the terms of this Agreement, shall be in writing and sent to the other party via United States certified mail, postage prepaid and signature required. Seven (7) calendar days written notice of change of address shall be sent to the other party by the manner stated above.

If to PARISH:	If to CONTRACTOR:
ATTN: Jaclyn Hotard St. John the Baptist Parish 1811 W. Airline Hwy. LaPlace, Louisiana 70068	The Center for Planning Excellence, Inc. Attn: Camille Manning-Broome 100 Lafayette Street Baton Rouge, LA 70801

DISCRIMINATION CLAUSE

The **CONTRACTOR** agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and **CONTRACTOR** agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

SIGNATURES ON FOLLOWING PAGE

THUS DONE AND SIGNED AT LaPlace, Louisiana on the day, month and year first written on page one of this document.

WITNESS:

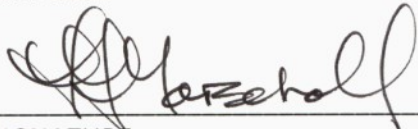


SIGNATURE

Deshanda Firmin

PRINT NAME

WITNESS:



SIGNATURE

Lauren Marschall

PRINT NAME

PARISH:

ST. JOHN THE BAPTIST PARISH



By: Jaclyn Hotard
Parish President

CONTRACTOR:

The Center for Planning Excellence, Inc.



By: Camille Manning-Broome
President and CEO

Exhibit A
Statement of Work

1. EXISTING CONDITIONS ANALYSIS AND CODE OF ORDINANCE AUDIT

CONTRACTOR will work closely with **PARISH** staff and leadership throughout the project. At the beginning of the work, we will review the detailed scope and process to ensure that we are meeting all of the needs and issues relating to code implementation. **CONTRACTOR** will conduct initial interviews with **PARISH** departments, including Planning and Zoning, Economic Development and Public Works, to understand policy and procedural issues that need to be addressed and identify key elected and appointed leaders, business and development representatives and other stakeholders that **CONTRACTOR** will interview to gain an understanding of existing barriers and procedural inefficiencies within the **PARISH's** ordinances. If desired by **PARISH** staff and leadership, **CONTRACTOR** will establish an advisory committee made up of diverse representatives to serve as a sounding board and community liaisons.

1.1 Kickoff Meeting and Collect Data, Review Existing Plans and Other Background Information

CONTRACTOR will:

- Review and refine the scope of work and schedule with **PARISH** and identify key stakeholders for detailed interviews
- Meet with Planning and Zoning, Economic Development, and Public Works representatives to understand existing barriers and inefficiencies.
- Review relevant plans including the **PARISH's** Comprehensive Plan documents, previous zoning updates, and the Adaptation Strategy to identify development policy recommendations
- Conduct stakeholder interviews, focus groups and online input
- Prepare draft goals for updating the **PARISH's** development regulations based on staff/stakeholder and policy documents
- Compile a summary log of issues, concerns, and ideas from interview input as well as policy direction from previous plans, ordinance amendments and other available information
- Review and discuss log of comments with **PARISH**
- If established, review input with advisory committee members

DELIVERABLES:

- Minimum of two virtual meetings with **PARISH**
- Up to twelve interviews and/or focus groups to obtain detailed input (virtual meetings or phone conversations)
- Draft goals
- Organized log of input to serve as background information

1.2 Evaluate Code of Ordinances

CONTRACTOR will:

- Use the information gathered to conduct a detailed and skilled analysis of the Code of Ordinances as they relate to identified issues and constraints

- In addition, conduct a knowledgeable technical analysis of the code of ordinances to identify unclear language, conflicts, or standards that result in unintended barriers to development, procedural inefficiencies, or undesirable development
- Identify existing ordinances to ensure that they comply with current state and federal requirements (for example sign ordinance requirements changed significantly several years ago)
- Review **PARISH** blight and abandonment regulations and procedures
- Assess the development regulations and business practices relating to development review in relation to **PARISH** priorities in plans, policies, and other codes to identify points of contradiction that need to be addressed
- Evaluate ordinance outcomes to ensure that desired development is achievable
- Review regulations for ease of use and clarity

DELIVERABLES:

- Detailed technical audit report with prioritized recommendations and best practices that take into consideration what is working and not working in the existing development regulations
- Review of report with **PARISH** and key stakeholders (and advisory committee if established)
- Revision of report following input from **PARISH** and stakeholders

2. DRAFT ORDINANCE AMENDMENTS

Using the information gathered in Task 1 and the audit report, **CONTRACTOR** will work with the **PARISH** to develop an agreed-upon approach and structure for the amendments and identify priority amendments that the **PARISH** staff and leadership desire to implement at this time. Based on this discussion, **CONTRACTOR** will prepare draft ordinance amendments for review by the **PARISH**, stakeholders, and the advisory committee, if established. **CONTRACTOR** will ensure that the **PARISH** and stakeholders are given adequate time to review the draft ordinance amendments, and **CONTRACTOR** will structure the review process to make sure that all stakeholders feel heard. **CONTRACTOR** will continue to log comments so that changes that are made to drafts throughout the process are transparent. This mechanism allows people to see that their comments are logged and the rationale behind incorporating or not incorporating each of the suggestions.

2.1 Approach and Structure

CONTRACTOR will:

- Prepare a detailed approach and annotated outline for review and approval of the proposed approach and ordinance amendment structure.
- Hold **PARISH** meeting (virtual or in-person) to review approach and outline

DELIVERABLES:

- Ordinance approach outline and structure
- Meeting with **PARISH**

2.2 Prepare Draft Code of Ordinances

CONTRACTOR will:

- Using information gathered from **PARISH**, stakeholder feedback, and review of the existing Code of Ordinances, prepare updated ordinance amendments
- Provide a memo of recommendations for procedural improvements as they relate to development review and addressing blight
- Meet with **PARISH** and stakeholders to present and review draft ordinance amendments and obtain detailed feedback

DELIVERABLES:

- Up to three draft ordinance amendment review documents, incorporating input after each review
- Procedural recommendations memo to **PARISH**
- Up to three meetings with stakeholders, boards, and commissions
- Public review draft
- Log of public input

3. FINAL REVIEW AND DELIVERABLES

CONTRACTOR will work with the **PARISH** through the formal review and adoption of the ordinance amendments.

CONTRACTOR will:

- If possible, given COVID requirements, hold a public meeting to present ordinance amendments. If public meetings are not appropriate, hold several zoom meetings to present ordinance amendments to the public
- Review comments, prepare presentations, and present to the Planning and Zoning Commission and the Parish Council

DELIVERABLES:

- Public or zoom meeting to present public review draft of ordinance amendments
- Attend Planning Commission and City Council public hearings
- Final ordinance amendments and graphics

Exhibit B
PRICE SCHEDULE

PAYMENTS:

For each task in **Exhibit A** and any other services required for this project, the work is to be initiated only upon receipt of written Notice to Proceed from the Director of Planning and Zoning.

For the services outlined in **Exhibit A**, the **PARISH** shall pay the **CONTRACTOR** as follows:

	TASK		BUDGET
1	EXISTING CONDITIONS ANALYSIS AND CODE OF ORDINANCE AUDIT		
1.1	Kickoff Meeting and Collect Data, Review Existing Plans and Other Background Information		\$11,000
1.2	Evaluate Code of Ordinances		\$25,000
2	DRAFT ORDINANCE AMENDMENTS		
2.1	Approach and Structure		\$16,000
2.2	Prepare Draft Code of Ordinances		\$65,000
3	FINAL REVIEW AND DELIVERABLES		\$8,000
	TOTAL		\$125,000

Invoices for this project shall be submitted to the **DIRECTOR** monthly and reflect the percentage of work completed for each task through the end of each month. The **DIRECTOR** shall approve each invoice for payment. **PARISH** shall pay invoices within thirty (30) days after the **DIRECTOR** approves.

FUNDS

Payment to the **CONTRACTOR** under this contract shall be contingent upon availability of funds as identified in the Council approval authorizing the contract terms.

EXHIBIT C
Insurance Requirements

CONTRACTOR shall obtain, pay for and keep in force, at its own expense, minimum insurance requirements effective in all localities where **Contractor** may perform the work hereunder, with such carriers as shall be acceptable to Council:

- A) Statutory Workman's Compensation covering all state and local requirements and Employer's Liability Insurance covering all persons employed by **CONTRACTOR** in connection with this Agreement.

The limits for "A" above shall be not less than:

1. Employer's liability limits of \$1,000,000/\$1,000,000/\$1,000,000.
2. Some contracts may require USL&H or maritime coverage. This should be verified with Insurance Department/Legal Department.
3. WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.
4. No excluded classes of personnel or employees shall be allowed on Council's premises.

- B) Commercial General Liability, including:

1. Contractual liability assumed by this agreement.
2. Owner's and **CONTRACTOR's** Protective Liability (if Contractor is a General Contractor).
3. Personal and advertising liability.
4. Completed operations.
5. Medical Payments.

The limits for "B" above shall not be less than:

1. \$1,000,000 each occurrence limit.
2. \$2,000,000 general aggregate limits other than products – completed operations.
3. \$1,000,000 personal and advertising injury limit.
4. \$1,000,000 products/completed operations aggregate limit.
5. \$50,000 fire damage limit.
6. \$5,000 medical expense limit (desirable but not mandatory).
7. \$1,000,000 CSL each occurrence WITH NO annual aggregate will be acceptable in lieu of 1+2 above. Must include BFCGL endorsement.
8. St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.
9. Some contracts may require Protection and Indemnity coverage. This should be verified with Insurance Department /Legal Department.

- C) Comprehensive Automobile Liability covering all owned, hired and other non-owned vehicles of the **CONTRACTOR**.

The limits for "C" above shall not be less than:

1. \$1,000,000 CSL
2. St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be included on certificate.

- D) Professional Liability with a minimum limit of \$1,000,000.

All required insurance certificates shall be submitted to the Director of Purchasing & Procurement within ten (10) days of provisional award. Failure to provide the insurance certificates within the time frame specified by the **PARISH** shall be cause for the submittal to be rejected as non-responsive. **CONTRACTOR** shall maintain insurance in full force and effect during the entire period of performance under Agreement. Failure to do so shall be cause for termination of the Agreement. All policies must have a thirty (30) day non-cancellation clause giving the **PARISH** thirty (30) days prior written notice in the event a policy is changed or canceled.

LICENSE REQUIREMENTS

When applicable, a current St. John the Baptist Parish Occupational License is to be maintained during the duration of this Agreement. Yearly, a copy of such license shall be provided to the Director of Purchasing.

When applicable, a current Louisiana State Contractor's License should be furnished. W-9 Form is to be furnished prior to work being issued.

CERTIFICATE OF CORPORATE RESOLUTION
THE CENTER FOR PLANNING EXCELLENCE, INC.

BE IT RESOLVED that the Board of Directors of this Corporation hereby authorizes, empowers and directs President and CEO, Camille Manning-Broome, to execute and issue, on behalf of this Corporation, any and all documents, instruments, certificates and statements which may be necessary to effectuate this Corporation applying for grants, making proposals, and negotiating final contracts for the benefit of this Corporation; and

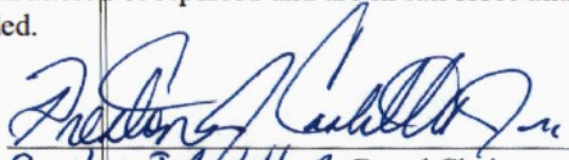
BE IT FURTHER RESOLVED THAT the persons named above are further authorized on behalf of this Corporation to sign any and all acts in writing that may be necessary to carry out the purposes of these resolutions and to do and perform each and every other act and thing that may be necessary to carry out these purposes; and

BE IT FURTHER RESOLVED THAT nothing contained in these resolutions shall revoke or modify the authority granted any other person or any officer, director, member or agent of this Corporation by any prior resolution or consent, and that all acts done in furtherance and consummation of the transactions contemplated and generally described herein are hereby ratified and confirmed in advance.


BE IT FURTHER RESOLVED THAT third persons may conclusively rely upon this Certificate of Corporate Resolution, or a copy hereof, as authority for the person named above to act on behalf of this Corporation.

CERTIFICATE

I, Preston J. Castille Jr. certify that I am the duly authorized member of the Board of The Center for Planning Excellence, Inc., and that the above resolutions were adopted by the Board of Directors of this Corporation in writing and documented on the 17th day of December, 2020, on which the majority of the members of the board of directors voted in favor of the passage of these resolutions. The resolutions are true and correct, have not been altered or replaced and are in full force and effect and have not been modified or rescinded.


Preston J. Castille Jr. Board Chair

ATTEST:


Camille Manning-Broome
Camille Manning-Broome, President & CEO

ST. JOHN THE BAPTIST PARISH COUNCIL
STATE OF LOUISIANA

RESOLUTION
R21-21

- Councilman Wright proposed and Councilwoman Houston seconded the following resolution:

**A RESOLUTION AUTHORIZING ST. JOHN THE BAPTIST PARISH
PRESIDENT TO SIGN AND EXECUTE A CONTRACT WITH THE
CENTER FOR PLANNING EXCELLENCE, INC. TO PROVIDE
PROFESSIONAL SERVICES FOR THE AUDIT OF THE CODE OF
ORDINANCES**

WHEREAS, Article IV, Section H (2) and (5) of the St. John the Baptist Parish Home Rule Charter permits the Parish Council to adopt a resolution when authorizing a designated person(s) to execute a previously approved contract on its behalf and/or to perform a ministerial act related to the administrative business of the Parish; and

WHEREAS, The Center for Planning Excellence, Inc. of Baton Rouge, LA ranked first out of three (3) proposals reviewed and scored by the Source Selection Committee; and

WHEREAS, The Center for Planning Excellence, Inc. will conduct a review and audit of the Code of Ordinances; and

WHEREAS, The Center for Planning Excellence, Inc. will provide recommended amendments to remove barriers to growth, to streamline permitting procedures and to improve efficiency in Code Enforcement; and

WHEREAS, the estimated cost of this contract will be \$125,000 and is funded through the Planning and Zoning Department.

NOW, THEREFORE, BE IT RESOLVED, by the St. John the Baptist Parish Council, that Parish President Jaclyn Hotard is hereby duly authorized and empowered on behalf of the St. John the Baptist Parish Council to sign and execute the contract for the Professional Services Agreement between St. John the Baptist Parish and The Center for Planning Excellence, Inc.

This resolution having been submitted to a vote, the vote thereon was as follows:

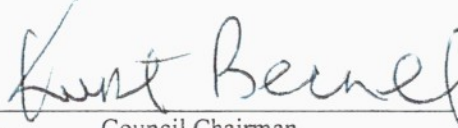
YEAS: Madere, Becnel, Torres, Houston, Duhe-Griffin, Wright, Arcuri, Malik

NAYS: None

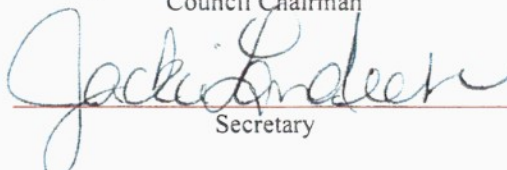
ABSTAIN: None

ABSENT: Schnyder

And, the resolution was declared adopted on this, the 23rd day of February 2021.



Council Chairman



Secretary

Approved: _____ 

Veto: _____



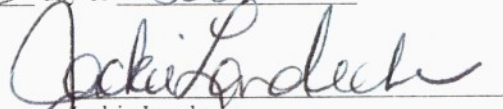
2/24/21

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C E R T I F I C A T E

I, Jackie Landeche, Secretary of the Council of the Parish of St. John, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. John Parish Council in regular meeting held on the 23rd day of Feb 2021.

Signed at Laplace, Louisiana this 23rd day of Feb 2021.



Jackie Landeche
Secretary

(S E A L)